

# SUPREME COURT

DIVISION OF  
STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, INTERIM CHIEF ADMINISTRATIVE OFFICER  
DAVID J. REMONDINI, INTERIM EXECUTIVE DIRECTOR



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204-3568  
317.232.2542  
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COURTS.IN.GOV

***SENT BY ELECTRONIC MAIL TO***

[mbrinig@nd.edu](mailto:mbrinig@nd.edu)

July 25, 2016

Professor Margaret F. Brining  
Box 780  
Room 3117 Eck Hall of Law  
Notre Dame, IN 46556

Re: Confidential Data Request

Dear Professor Brinig

Your request to obtain bulk distribution of confidential court records from the St. Joseph County Probate Court has been approved by the Indiana Supreme Court and its Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information, Form TCM-AR9(F)-1.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.


As explained in the User Agreement, the execution of the agreement and approval do not create any mandatory obligation on the part of any court or clerk to provide bulk distribution of court records or compiled information. You will need to contact the clerk in St. Joseph County and the court to seek distribution of this data. Except as explained in the following two paragraphs, it is up to each court to determine whether or not to provide bulk distribution of its records as well as the fair market value of the records. The Division will notify the judge and clerk of our approval.

A distribution receipt form that must be completed and returned to this office within thirty (30) days of receiving bulk distribution or compiled information from court records from courts that do not use Odyssey.

An executed copy of your user agreement, Form TCM-AR9(F)-1, is enclosed. The agreement will expire on January 31, 2017. The Distribution Receipt is also attached.

If you have any questions, please contact me at [richard.payne@courts.IN.gov](mailto:richard.payne@courts.IN.gov) or (317) 234-5398.

Yours truly

A handwritten signature in black ink, appearing to read "Richard T. Payne", with a long horizontal stroke extending to the right.

Richard T. Payne  
Staff Attorney  
Trial Court Management

Enclosures:     User Agreement, Form TCM-AR(F)-1  
                      Distribution Receipt for Bulk Data or Compiled Information



## **Indiana Supreme Court Division of State Court Administration**

### **USER AGREEMENT FOR BULK DISTRIBUTION OF CONFIDENTIAL DATA OR COMPILED INFORMATION EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9**

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration (“Division”) and Margaret F. Brinig (“Requesting Party”).

#### **Recitals**

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts. The Division reviews each request for Bulk Distribution or Compiled Information to insure the request is consistent with the purposes of Administrative Rule 9 (“Rule 9”), resources are available to prepare the information and each request is an appropriate use of public resources.

The Indiana Supreme Court holds the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks.

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information that includes information excluded from public access under Rule 9, Sections G and/or H. The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information. The Indiana Supreme Court has reviewed, considered and authorized the requested Bulk Distribution of Data or Compiled Information and entered an Order under Rule 9 (F)(4)(c) authorizing the Division to proceed toward delivery of the Bulk Distribution.

Requested data contained in the Odyssey case management system will be provided by the Division. If all or some of the requested data sought is not contained in the Odyssey case management system and the Requesting Party is not automatically entitled to the distribution of such Data or Compiled Information of a court simply by the approval of this user agreement by the Division Provision of Data or Compiled Information that is not contained in the Odyssey case management system must be determined by each court or clerk based upon a determination that the information sought is consistent with the purposes of Administrative Rule 9, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources.

The Requesting Party may be required to the fair market value of the information requested as determined by the Division or a Court providing the information.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies’ policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of Rule 9 of the Indiana Rules of Court, the parties now, therefore, agree as follows:

**1. Definitions.** For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

**A. "Agreement"** means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

**B. "Data"** means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

**C. "Subscriber"** means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

**D. "Requesting Party"** includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

**2. Records Approved for Distribution as Bulk Data or Compiled Information.**

**A. Court Records Sought and Approved.**

1. List of Courts:

a. Odyssey Courts: None

b. Non-Odyssey Courts: St. Joseph County Probate Court

2. List of Records: Access to Case Records of Juvenile Paternity (JP), Juvenile Status (JS), Juvenile Delinquency (JD), and CHINS (JC) cases filed in the QUEST case management system during 2010 in St. Joseph County which will be followed through 2015. All review and analysis of the court data shall be conducted by the Requesting Party and her Institutional Review Board certified research assistants within QUEST. Court data will be coded so that no confidential information is removed from QUEST.

**B. Court Records Maintained in the Odyssey data repository.**

1. The Division will provide the Requesting Party the initial data extract of the approved records pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552. When the approved request requires more than a single extract of data, the Division will provide a monthly data extract thereafter on or before the tenth day of each month of the term of the approval.

2. The Division will provide the Requesting Party with an invoice for each extract if the Court or Division has determined that the Requesting Party shall pay reasonable costs of responding to the request for extracted data. All payments shall be made by check and payable to Division of State Court Administration bearing a notation of the invoice number and that payment is for Odyssey Bulk Records or Compiled Information.
3. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

**C. Court Records Not Maintained in the Odyssey data repository.**

Subject to specific permission from the Courts identified above that are not on the Odyssey Case Management System, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified above for the Requesting Party's use in accordance with the terms and conditions of this Agreement.

Execution of this Agreement and approval of the Requesting Party's request by the Indiana Supreme Court and the Division does not create any mandatory obligation on the part of any Clerk of Court or Court to provide Court Records to the Requesting Party. Under Rule 9(F), the individual non-Odyssey Courts must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources and is consistent with the purposes of Rule 9. The Courts must determine on an individual basis whether to assess a charge for providing the Court Records and may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the reasonable cost of responding to the request.

**3. Rights and Interests.**

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all entities that receive access to the data provided by the Division that are related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

All subcontractors or other entities receiving access to the data provided by the Division shall be constrained by the restrictions on use of data as provided in Section 5 of this agreement or any other applicable sections of this agreement.

#### **4. Ongoing Data Scrubbing and Update Requirements.**

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

#### **5. Restrictions on Use of Data.**

##### **A. Compliance with Authorities.**

The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

##### **B. Social Security Numbers, Dates of Birth and Addresses**

If the request includes release of social security numbers, dates of birth, or addresses, the information provided may include only the last four digits of social security numbers, only the year of birth, and only the zip code of addresses. The restrictions on release of social security numbers, dates of birth, and addresses may be waived only upon a petition to the Executive Director of the Division of State Court Administration and a finding of exceptional circumstances by the Indiana Supreme Court.

##### **C. Resale of Data.**

The request that has been approved by the Indiana Supreme Court has been granted because the Requesting Party has a substantial interest or a bona fide research activity for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes.

The Requesting Party shall not:

- i. reproduce, resell or otherwise distribute, directly or indirectly,
- ii. use, directly or indirectly, for the purpose of sale of a product or service to an individual or the general public, or
- iii. copy or duplicate, other than as stated for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes

the Court Records or Data provided under this Agreement. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

##### **D. Policies for Dissemination of Data.**

The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method.

## **6. Reporting Requirement.**

With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

## **7. Audits.**

The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

## **8. Disclaimer of Warranties.**

The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

**Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**

## **9. Limitation of Liability.**

The Requesting Party acknowledges and accepts that the Court Records or Data are provided “as is” and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

**A.** The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party.

**B.** The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

**C.** The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

#### **10. Indemnification.**

The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and reasonable attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party or any other parties.

#### **11. Assignment.**

The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

#### **12. Termination and Renewal.**

**A. General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

**B. Renewal.** This agreement expires on **January 31, 2017**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2017**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

**C. Termination for Cause.** The Requesting Party is responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party. The Division may, at its discretion, immediately terminate this Agreement upon a violation of the Agreement. Upon termination of the Agreement, the Requesting Party shall promptly return all court records and data to the Division. The Requesting Party is liable for damages for violations of this Agreement as authorized by law.



**D. Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days after Requesting Party's receipt of written notice of the outstanding balance.

**E. Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

**13. Attachments.** This Agreement incorporates by way of attachment the following:

- A.** A copy of the Order of the Indiana Supreme Court approving the Requesting Party's Request for Bulk Distribution of Confidential Data or Compiled Information as **Exhibit A**;
- B.** The original Request provided to the Division from the Requesting Party as **Exhibit B**; and
- C.** The approval letter provided to the Requesting Party from the Division as **Exhibit C**.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

**14. Applicable Law.**

This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana in an Indiana court of competent jurisdiction.

**15. Effective Date.**

This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

**16. Authority to Execute Agreement.**

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.

Indiana Supreme Court Division of State Court Administration

By: \_\_\_\_\_

Lilia G. Judson

Interim Chief Administrative Officer

By: \_\_\_\_\_

Margaret F. Brinig

Margaret F. Brinig

Fritz Duda Family Professor of Law

(Title)

Date: \_\_\_\_\_

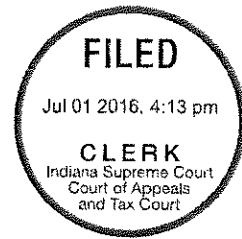
7/13/16

Date: July 15, 2016

## **EXHIBIT A**

### **INDIANA SUPREME COURT APPROVAL ORDER**

In the  
**Indiana Supreme Court**



IN THE MATTER OF THE REQUEST  
BY PROFESSOR MARGARET F.  
BRINIG FOR RELEASE OF BULK  
DATA OR COMPILED  
INFORMATION EXCLUDED FROM  
PUBLIC ACCESS

Supreme Court Case No.  
94S00-1605-MS-284

ORDER GRANTING PROFESSOR MARGARET F. BRINIG'S REQUEST UNDER  
ADMINISTRATIVE RULE 9(F)(4) FOR RELEASE OF BULK DATA OR COMPILED  
INFORMATION THAT INCLUDES INFORMATION EXCLUDED FROM PUBLIC ACCESS  
UNDER ADMINISTRATIVE RULE 9

Professor Margaret F. Brinig has filed a Verified Request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4). This request seeks to obtain specific data that is excluded from public access under Administrative Rule 9 contained in the Indiana Court Information Technology Extranet (INcite) and the case management systems of Indiana courts exercising juvenile jurisdiction. Professor Brinig seeks data from 2010 St. Joseph County Juvenile Paternity (JP), Juvenile Status (JS), Juvenile Delinquency (JD), and Juvenile CHINS (JC) case types and to review activity through 2015. JP cases will be reviewed and evaluated to find unmarried individuals with children and then follow them regarding support and parenting time patterns, domestic violence, CHINS, and delinquency to identify connections between parenting time and child support payment, between parenting time and domestic violence, as well as between paternity, CHINS, and delinquency cases. Upon completion of the study, Professor Brinig and the Probate Court may apply for federal or private grant funding to create pilot interventions to avoid CHINS and delinquency involvement with unmarried families. The St. Joseph County Probate Court supports Professor Brinig's request.

The case record data sought by Professor Brinig from St. Joseph County is not contained in Odyssey but rather in its QUEST case management system. Under the procedures of Admin. R. 9(F), approval of the request will require Professor Brinig to seek the approval and cooperation of the St. Joseph County Probate Court and clerk in order to receive the approved confidential data.

The case data sought would not be downloaded or transmitted from the QUEST system and would be reviewed within QUEST. The reviewed case record data will be coded by Professor Brinig so that confidential data will not be transferred out of the QUEST system. The

coding will be cross checked by two research assistants with Institutional Review Board clearances. The coded records will not contain information that could reveal the identity of individual children or families and case record data containing identifying information will not be removed from the court or kept by the researchers.

Indiana has a substantial interest in the creation and maintenance of tools which improve the juvenile justice system. The proposed study may provide a better understanding of parenting, child support, and domestic violence among unmarried couples. As a result, the Court desires to cooperate to the fullest extent it can with successful completion of this study while balancing and protecting the privacy rights and interests of individuals whose data will be examined.

The records sought are generally excluded from public access under Administrative Rule 9(G) and access to bulk or compiled case records excluded from public access may be granted by this Court only under specific circumstances under Administrative Rule 9(F)(4)(c). Under Administrative Rule 9(F)(4)(a)(v), a request for bulk distribution or compiled information that includes information excluded from public access must provide for individual notice to all persons affected by the release of the information unless, upon prior notice to the Indiana Attorney General and a reasonable opportunity to respond, such individual notice requirement is waived by this Court. Professor Brinig requested the Court to waive the requirement for provision of individual notice to all persons affected by the release of the information.

The Indiana Attorney General has filed a Response as provided for under Administrative Rule 9(F)(5) and does not oppose the requested waiver.

The Court finds that the request involves a significant number of individual case files and notice, if required, would result in notifying a large number of individuals. Professor Brinig has advised the Court that the confidential identifying information will not be removed or retained.

Accordingly, the Court finds that Professor Brinig has shown by clear and convincing evidence that it has satisfied the requirements of Admin. R. 9(F)(4)(a)(i), (ii), (iii), and (iv), and the public interest will be served by allowing access.

The Court further finds the information sought by Professor Brinig is consistent with the purposes of this rule, resources are available to prepare the information, and fulfilling the request is an appropriate use of public resources.

After consideration of the request for waiver of individual notice to individuals affected by release of the information excluded from public access, the Court finds by clear and convincing evidence that the purposes for which the information is sought substantially outweighs the privacy interests protected by this rule. Accordingly, due to the highly secure manner for the protection of the data, the Court waives the requirement of individual notice to all parties affected by release of the sought information to which public access is prohibited or restricted.

An order granting a request under this subsection may specify particular conditions or requirements for use of the information, including without limitation:

1. the confidential information will not be sold or otherwise distributed, directly

or indirectly, to third parties; provided, however, that the results of Professor Brinig's analysis and conclusions from the research may be utilized in the publication of scholarly article(s), reports or grant applications as described herein,

2. the confidential information will not be used directly or indirectly to sell a product or service to an individual or the general public, and

3. the confidential information will not be copied or duplicated other than for the stated research.

The Court finds that these conditions shall apply to the data sought by Professor Brinig.

Administrative Rule 9(F)(4)(d) specifies that "[w]hen the request includes release of social security numbers, dates of birth, or addresses, the information provided may include only the last four digits of social security numbers, only the year of birth, and only the zip code of addresses. The restrictions on release of social security numbers, dates of birth, and addresses may be waived only upon a petition to the Executive Director of the Division of State Court Administration (Division) and a finding of exceptional circumstances by the Indiana Supreme Court."

Professor Brinig made such a request in the petition and the Court finds the potential increase in juvenile justice improvement that could result from a successful study constitutes the "exceptional circumstance" that justifies releasing more data than would normally be restricted under Administrative Rule 9(F)(4)(d).

The Court hereby grants Professor Brinig's request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4) and the Division shall refer the request to the St. Joseph Probate Court and its clerk.

Done at Indianapolis, Indiana, on 7/1/2016.



Loretta H. Rush  
Chief Justice of Indiana

All Justices concur.

**EXHIBIT B**

**REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION**

**EXCLUDED FROM PUBLIC ACCESS**

RECEIVED

MAY 04 2016

In the  
Indiana Supreme Court

DIVISION OF  
STATE COURT ADMINISTRATION

In The Matter of the Request by ) Supreme Court Case Number  
Margaret F. Brinig )  
 for Release of Bulk Data or Compiled ) 94S00- -MS-  
 Information Containing Information )  
 Excluded from Public Access. )

VERIFIED REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION  
 CONTAINING INFORMATION EXCLUDED FROM PUBLIC ACCESS

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(4) for the release of bulk data/compiled information that contains information excluded from public access under Administrative Rule 9(G).

**Note: Requestor must provide sufficient, detailed factual information about their request so the Court can make an informed decision under Administrative Rule 9.**

<b>I. Identity of Requestor:</b>	Margaret F. Brinig
<b>Address:</b>	Box 780, Rm. 3117 Eck Hall of Law Notre Dame, IN 46556
<b>Contact:</b>	Margaret F. Brinig
<b>Contact's Title:</b>	Fritz Duda Family Professor of Law
<b>Telephone:</b>	574-631-2303
<b>Fax:</b>	574-631-8078
<b>E-Mail:</b>	<input type="checkbox"/> None <u>mbrinig@nd.edu</u> Enter Email Address
<b>Website: (if any)</b>	<input type="checkbox"/> None <u>law.nd.edu/directory/margaret-brinig/</u> Enter Website Address

**II. What substantial interest or bona fide research activity does Requestor have for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes wherein the identification of specific individuals is ancillary to the purpose of the inquiry?**

Little is now known about parenting, child support, and domestic violence among unmarried couples. Indiana is unique among states by long allowing parenting plans to begin at the time paternity or support is ordered. St. Joseph County's QUEST system's demographic data and links allows connections with dependency and delinquency matters.

With the St. Joseph County Probate Court, I propose to begin with 2010 paternity cases exploring connections between parenting time and child support payment, between parenting

**III. Identification of Bulk Data/Compiled Information sought:  
(Specify and describe the records sought and the compiler or location)**

All data is on QUEST and available remotely. I would obtain records beginning with paternity cases filed in 2010 and follow them through 2015, exploring parenting time orders and changes to them, child support worksheets, modifications and enforcement, and delinquency and

**IV. Purpose for Request and Benefit to the Public**

**A. Describe your interest in the records sought and the purpose of the inquiry.**

As a researcher with substantial empirical experience teamed with interested Probate Court officials, I am interested in exploring the connections listed in III. The previous non-confidential Order, granted in May of 2014, has produced five published or soon-to-be published papers in academic journals.

**B. Explain how the information will benefit the public interest or public education.**

In addition to the public education of A, depending on the outcome of the study, the Probate Court and I may seek federal or private funding to pilot interventions that might help avoid CHINS and delinquency involvement with unmarried families.

**V. Security Provisions: Explain provisions for the secure protection of any information requested to which public access is restricted or prohibited.**

No data would be downloaded from the system. Coding would be done by me, with checks on it by one or two research assistants, who will also have IRB clearance. The coded records will not contain information that could reveal the identity of the individual children or families. A key can be kept and maintained by the Probate Court.



**VI. Notice to Affected Persons:**



**Request Waiver of Notice: Set Forth Reason for Lack of Notice:**

No contact will be made with the affected persons, nor their identities maintained in coded records.



**Notice and a Reasonable Opportunity to Respond Should be Given to:**

Name

Mailing Address

**VII. The public interest will be served by allowing access, denying access will create a serious and imminent danger to the public interest, or denying access will cause a substantial harm to a person or third parties because: (Set forth factual basis)**

**(I)(We) affirm under the penalties for perjury that the foregoing representations are true.**

<b>Signature of Requestor:</b>	<i>Margaret F. Brinig</i>
<b>Printed Name:</b>	Margaret F. Brinig
<b>Title:</b>	Fritz Duda Professor of Law
<b>Date:</b>	April 22, 2016

<b>Action by Executive Director of State Court Administration</b>	<b>Application referred to the Indiana Supreme Court</b>
<b>Signature:</b>	
<b>Date:</b>	<b>Lilia G. Judson, Executive Director</b>

<b>Action by Indiana Supreme Court:</b>
<b>The Request is:</b> <input type="checkbox"/> accepted for further review <input type="checkbox"/> returned to the Requestor to provide further information in support of the Request.

<b>If the Request is accepted:</b>	<b>Notice to Affected Persons:</b> <input type="checkbox"/> Shall be provided. <input type="checkbox"/> Request for waiver of notice referred to Indiana Attorney General for response.
<b>Deadline for Response:</b>	The Affected Persons/Attorney General shall have until _____ to file objections.

<b>Date:</b>	<b>Indiana Supreme Court</b>
<b>Signature:</b>	_____ <b>Chief Justice of Indiana</b>